

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:

COMPLAINT OF INTERMEDIA
COMMUNICATIONS INC. AGAINST
BELLSOUTH TELECOMMUNICATIONS,
INC. TO ENFORCE THE RECIPROCAL
COMPENSATION REQUIREMENT OF
THE PARTIES' INTERCONNECTION
AGREEMENT

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) Docket No. 00-00280
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**RESPONSE OF INTERMEDIA COMMUNICATIONS INC.
TO BELLSOUTH TELECOMMUNICATIONS, INC.'S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

INTERMEDIA COMMUNICATIONS INC. ("Intermedia"), through its undersigned counsel, hereby responds to BellSouth Telecommunications, Inc.'s first set of interrogatories. Intermedia reserves the right to amend or supplement its responses, as appropriate.

REQUESTS FOR PRODUCTION

1. Produce copies of all documents identified in response to BellSouth's First Set of Interrogatories.

RESPONSE: To the extent that Intermedia has not raised a specific objection to interrogatories contained in BellSouth's First Set of Interrogatories, all non-objectionable documents are attached hereto as Collective Exhibit A.

2. Produce all documents that refer or relate to or were generated in connection with ICI's negotiation or execution of Interconnection Agreement.

RESPONSE: See Collective Exhibit A.

POSTED
11-15-00

3. Produce all documents that refer or relate to or support ICI's contention that it understood that calls to ISPs "terminate" at the ISP under the Interconnection Agreement.

RESPONSE: There are no such documents. However, please refer to Section IV(A), Section IV(B) and Section I(D) of the Interconnection Agreement executed between Intermedia and BellSouth on or about July 1, 1996.

4. Produce all documents that support or refer or relate to ICI's allegations in the Complaint, *including, but not limited to*, all documents created prior to July 1, 1996 reflecting ICI's belief that it would be receiving reciprocal compensation from BellSouth for ISP traffic.

RESPONSE: There are no such documents.

5. Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of ICI that reflect the amount of reciprocal compensation and/or the volume of calls ICI expected to receive from BellSouth.

RESPONSE: Intermedia objects to BellSouth's Request for Production No. 5 to the extent that it seeks information which is confidential or proprietary, and/or constitutes "trade secret."

6. Produce all documents that refer or relate to any arrangement or agreement between ICI and any other person that involves the sharing of any reciprocal compensation received by ICI from BellSouth.

RESPONSE: Intermedia objects to BellSouth's Request for Production No. 6 Intermedia to the extent that it seeks information which is Confidential or proprietary and/or constitutes "trade secret." However, without waiving its objection, Intermedia asserts that there are no such documents responsive to this request.

7. Produce all documents that refer or relate to any reciprocal compensation that ICI has billed BellSouth for traffic generated by or directed to any person or entity with which ICI has an arrangement or agreement to share reciprocal compensation received by ICI from BellSouth.

RESPONSE: See response to BellSouth's Request for Production No. 6 hereinabove.

8. Produce all documents related to the negotiation and execution of the June 3, 1998 Amendment to the Interconnection Agreement.

RESPONSE: The June 3, 1998 Amendment was not negotiated. The documents concerning execution are attached hereto as Collective Exhibit B.

9. Produce all documents relating to, used in, or resulting from, discussions between BellSouth and ICI concerning the June 3, 1998 Amendment to the Interconnection Agreement *prior* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement.

RESPONSE: These documents are attached hereto as Collective Exhibit B.

10. Produce all documents relating to, used in, or resulting from, discussions between BellSouth and ICI concerning the June 3, 1998 Amendment to the Interconnection Agreement, *subsequent* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement.

RESPONSE: Copies of correspondence between BellSouth and Intermedia are attached hereto as Collective Exhibit B. There are no other responsive documents other than internal messages sent to or from counsel, or undertaken at the direction of counsel, in early 1999 as to the parties' disagreement as to the meaning of the MTA Amendment, which internal messages are protected from discovery by the attorney/client privilege and the work product doctrine.

11. Produce all documents relating to, used in, or resulting from, any internal meetings (including telephonic meetings) within ICI concerning the June 3, 1998 Amendment to the


Interconnection Agreement, *prior* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement.

RESPONSE: There are no such documents.

12. Produce all documents relating to, used in, or resulting from, any internal meetings (including telephonic meetings) within ICI concerning the June 3, 1998 Amendment to the Interconnection Agreement, *subsequent* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement.

RESPONSE: There are no such documents, which are not privileged.

Respectfully submitted this 14th day of November 2000.




H. LaDon Baltimore
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Suite 420
Nashville, Tennessee 37219
Telephone: (615) 254-3060
Attorney for Intermedia Communications Inc.

OF COUNSEL:

Scott A. Sapperstein
Intermedia Communications Inc.
One Intermedia Way
Tampa, Florida 33647-1752
Telephone: (813) 829-4093

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of November, 2000, a true and accurate copy of the foregoing was served by hand delivery, overnight delivery or U. S. Mail, first class postage prepaid, to Guy Hicks, Esq., BellSouth Telecommunications, Inc., 333 Commerce Street, Suite 2101, Nashville, TN 37201-3300.


H. LaDon Baltimore

COLLECTIVE EXHIBIT A

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Intermedia Communications Inc., ("ICI"), a Delaware corporation and shall be deemed effective as of July 1, 1996. This agreement may refer to either BellSouth or ICI or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ICI is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ICI agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ICI; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ICI to an end user of BellSouth or ICI.

D. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

E. Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

F. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

G. Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

H. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

I. Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange

Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein enable ICI to provide competing telephone exchange service and private line service within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning July 1, 1996.

B. The parties agree that by no later than July 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning July 1, 1998.

C. If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the commissions to issue its order regarding the appropriate local interconnection arrangements no later than March 1, 1997. The parties further agree that in the event the Commission does not issue its order prior to July 1, 1998 or if the parties continue beyond July 1, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to July 1, 1998. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

IV. Local Interconnection

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic

Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the quarterly bill.

C. The first six month period after the execution of this Agreement is a testing period in which the parties agree to exchange data and render billing. However, no compensation during this period will be exchanged. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (D) of this section is less than \$40,000.00 on a state by state basis, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as follows: 2nd period--\$40,000.00; 3rd period--\$30,000.00; and 4th period--\$20,000.00. The cap shall be \$0.00 for any period after the expiration of this Agreement but prior to the execution of a new agreement.

D. The parties agree that neither party shall be required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use measured by the local switching element calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations, including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

E. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7)

services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

F. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area ICI desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

G. Nothing herein shall prevent ICI from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if ICI orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge ICI the lower of the interstate or intrastate tariffed rate or promotional rate.

H. The parties agree to establish trunk groups from the interconnecting facilities of subsection (E) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BellSouth's treatment of ICI as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges.

I. Whenever BellSouth delivers traffic to ICI for termination on ICI's network, if BellSouth cannot determine because of the manner in which ICI has utilized its NXX codes whether the traffic is local or toll BellSouth will not compensate ICI pursuant to this section but will, instead, charge ICI originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if

ICI can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that ICI cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.

J. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than ICI; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (L) of this section.

K. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

L. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

M. The ordering and provision of all services purchased from BellSouth by ICI shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate

chooses to adopt another agreement in its entirety, the parties agree that the effective day shall be the date the agreement is approved by the Commission.

C. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the parties agree that ICI shall be eligible for subscription to said service at the rates, terms and conditions contained in the tariff. The parties agree that such eligibility shall be as of the effective date of the tariff.

D. The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from ICI.

XXII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XXIII. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute.

However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXIV. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XXV. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XXVII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVIII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
Rich Dender -Acct. Manager
South E4E1 Colonnade Prkwy
Birmingham, AL 35243

ICI-Pat Kurlin
3625 Queen Palm Drive
Tampa, Florida
33619

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XXIX. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida, relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

C. L. Gue

Signature

Group President

Title

June 21, 1996

Date

Intermedia
Communications Inc

Jord C. Luking

Signature

CEO

Title

6/21/96

Date

Attachment B-1
Local Interconnection Service

Service: Local Interconnection* (Cont'd)

State(s):	Louisiana						Mississippi					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	-	-	\$133.81	LC	\$866.97	LC - First
					\$486.83	LC - Add'l					\$486.83	LC - Add'l
DS1 Dedicated Transport	-	-	\$16.75 per mile	-	-	-	-	-	\$23.50 per mile	-	-	-
			\$59.75 fac. term.	\$100.49	fac. term.	fac. term.	-	-	\$90.00 fac. term.	\$100.49	fac. term.	fac. term.
DS1 Common Transport	\$0.00004	per mile	-	-	-	-	\$0.00004	per mile	-	-	-	-
	\$0.00036	fac. term.	-	-	-	-	\$0.00036	fac. term.	-	-	-	-
Local Switching LS2 (FGD)	\$0.00869	access mou	-	-	-	-	\$0.00787	access mou	-	-	-	-
Tandem Switching	\$0.00050	access mou	-	-	-	-	\$0.00074	access mou	-	-	-	-
Information Surcharge	-	-	-	-	-	-	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002	access mou	-	-	-	-	\$0.002	access mou	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01021						\$0.00978					
Composite Rate-DS1 Tandem Sw.	\$0.01049						\$0.00991					

State(s):	N.Carolina						S.Carolina					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	-	-	\$133.81	LC	\$866.97	LC - First
					\$486.83	LC - Add'l					\$486.83	LC - Add'l
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	-	-	-	-	\$23.50 per mile	-	-	-
			\$90.00 fac.term.	\$100.49	fac. term.				\$90.00 fac.term.	\$100.49	fac. term.	
DS1 Common Transport	\$0.00004	per mile	-	-	-	-	\$0.00004	per mile	-	-	-	-
	\$0.00036	fac. term.	-	-	-	-	\$0.00036	fac. term.	-	-	-	-
Local Switching LS2 (FGD)	\$0.01140	access mou	-	-	-	-	\$0.01095	access mou	-	-	-	-
Tandem Switching	\$0.00074	access mou	-	-	-	-	\$0.00074	access mou	-	-	-	-
Information Surcharge	-	-	-	-	-	-	\$0.03741	100 mou	-	-	-	-
Tandem Intermediary Charge**	\$0.002	access mou	-	-	-	-	\$0.002	access mou	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01331						\$0.01323					
Composite Rate-DS1 Tandem Sw.	\$0.01344						\$0.01336					

Tennessee						
State(s):	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
RATE ELEMENTS						
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	\$486.83	LC - Add'l
DS1 Common Transport	\$0.00004	per mile	-	-	\$100.49	fac. term.
Local Switching LS2 (FGD)	\$0.00036	fac. term.	-	-	-	-
Tandem Switching	\$0.01750	access mou	-	-	-	-
Information Surcharge	\$0.00074	access mou	-	-	-	-
Tandem Intermediary Charge**	\$0.002	access mou	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01941					
Composite Rate-DS1 Tandem Sw.	\$0.01954					

*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariff.

**The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

-Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

Attachment B-2

Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Section 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN INTERMEDIA COMMUNICATIONS, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc., ("ICI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICI and BellSouth hereby covenant and agree as follows:

Eliminations and Insertions

1. The Parties agree to eliminate and strike out of the Interconnection Agreement all of paragraphs IV(C) and IV(D) on page 4, and inserting in place thereof the following paragraphs:

C. Left Blank Intentionally

D. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as the actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

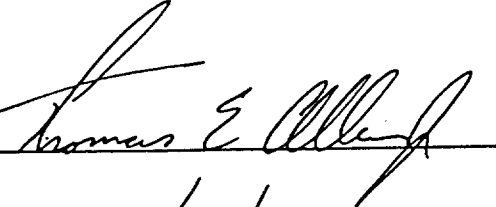
2. The Parties further agree to eliminate and strike out of the Interconnection Agreement all of the language of Attachment A, leaving Attachment A blank intentionally.

3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.

4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

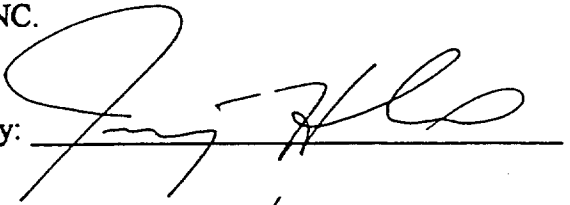
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

INTERMEDIA COMMUNICATIONS, INC.

By: 

DATE: 2/24/97

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

DATE: 2/24/97

Screen ICASR ~~BDS-TELIS DATA ENTRY SUBSYSTEM~~ 11051998 15.40
 Command Access Service Request Archive
 Transfer Stat Y ECI
 CCNA-EXP PON 1998-21479.50593 VER ICSC SB01 D/TSENT 11051998 0339PM
 QA

D/T Proc 11051998 15.28 D/T Upd 11051998 15.39 Status F CC
 D/T Sel D/T Ret SPA CNO
 ASR EC Status FDT

DDD 11061998 Prjct NOR LUP ReqTyp MD Act C RTR S
 SUP AFO Exp Y AENG ALB AGAUT Dated LTP CA
 Cust INTERMEDIA/PHONE ONE FBA
 FNI CFNI Unit C PIU 100
 CKR TG0018284 PLU
 ECCKT AC198301 Qty
 Qty

BRN N/A ASG BIC TEL BIC-ID
 TSC AC198301 ACTL ATLNGBU01T APOT LA AI
 ROrd SPEC PPTD PFPTD
 RPON 1997-21479-14000 CCVN ASC-EC TSP
 SAN AFG TQ DY BSA

Remarks THIS ORDER IS TO CHANGE TRK GROUP AC198301 AND THE ATLNGBU01T TANDEM T
 O A MULTI TANDEM. SEE ORIGINAL ORDER WHICH IS RPON. TRF TYPE SHOULD BE THM. TTT.
 3.
 ICS000II - FIND COMPLETE.

Rita
 205-714-0027

Screen ICDM _____ BDS-TELIS DATA ENTRY SUBSYSTEM- 11051998 15.40
Command _____ ASR Administration Information

CCNA EXF PON 1998-21479.50593 VER _____ ICSC SB01 ReqTyp MD Act C
ECCKT AC198301 Status F
ASR EC Status RPON 1997-21479-14000

----- Billing Information -----
BillNm INTERMEDIA / PHONE ONE _____ SBilNm INTERMEDIA / PHONE ONE _____
ACNA EXF TE G EBP _____ FI 3RD Rm _____ VCVTA _____
Street 3625 QUEEN PALM DR _____ State FL Zip 33619- _____
City TAMPA _____ SCL VTA _____
BillCon LINE COST DEPT_ Tel 813-829-0011- _____

----- Contact Information -----
Init JEFF NOBLE _____ Tel 813-829-2812- _____
Street 3625 QUEEN PALM DR _____ FI 2 _____ Rm _____
City TAMPA _____ State FL Zip 33619- _____

DsgCon JEFF NOBLE _____ Tel 813-829-2812- _____
Street 3625 QUEEN PALM DR _____ DRC ZCJ FDRC _____ FI 3 _____ Rm _____
City TAMPA _____ State FL Zip 33619- _____

ImpCon NCC _____ Tel 800-940-0033- _____
MTC DUTY _____ Tel 800-940-0033 _____
ICS9098I - NEXT COMPLETED.

Screen ICFGB BDS-TELIS DATA ENTRY SUBSYSTEM 11051998 15.40
 Command ASR Feature Groups B.C.D
 CCNA EXF PON 1998-21479.50593 VER ICSC SB01 ReqTyp MD ACT C
 ECCKT AC198301 Status F
 ASR EC Status RPON 1997-21479-14000

===== Service Details =====

NC SHSR NCI 04DS6.44 TLV DFOLRD 11061998
 DDLRD 11061998 DFOC 11061998 QACI TTT 3 TrfTyp TS-TS
 SectLV EML CIC 0393 TRN
 RECCKT
 CFA AC198301 CPT
 CFAU AcSwLoc N/A AcSwType
 CKRI TG0018284 HBAN
 SCFA
 FACTL ATLNGABU0IT CSPC TCIC NS
 LT SLC NCI HCED IMPTEL 800-940-0033 MUXLOC
 PSAP

Remarks

THIS IS A CHANGE ORDER TO CHANGE TANDEM TO MULTI TANDEM. TRFTYP SHOULD BE
 TM-TM.
 ICS9098I - NEXT COMPLETED.

Screen ICFB2____ BOS-TELIS DATA ENTRY SUBSYSTEM 11051998 15.40
 Command _____ ASR Feature Groups B.C.D
 CCNA EXF PON 1998-21479.50593 VER ____ ICSC SB01 ReqTyp MD ACT C
 ECCKT AC198301 Status F
 ASR EC Status RPON 1997-21479-14000 NC SHSA
 RECCKT
 RECCKT

===== Service Details =====
 SSPC ____ PCU ____ TYPE ____ SSPC ____ PCU ____ TYPE ____
 SSPC ____ PCU ____ TYPE ____ SSPC ____ PCU ____ TYPE ____
 SSPC ____ PCU ____ TYPE ____ SSPC ____ PCU ____ TYPE ____
 SSPC ____ PCU ____ TYPE ____ SSPC ____ PCU ____ TYPE ____
 PRI ADM _____ SEC ADM _____
 ===== Service Options =====
 SR ____ MBA ____ OPS ____ GETO ____ WAC ____ COND ____ DIDQ ____ PC ACT ____ REL TSC ____
 ALTRO _____ FGD950 ____
 SCRT _____ CHOK ____ CGAP ____
 ===== Location Section =====
 SecLOC ATLNGABU01T DNPA/NXX _____

Remarks THIS IS A CHANGE ORDER TO CHANGE TANDEM TO MULTI TANDEM. TRFTYP SHOULD BE
 TM-TM.
 ICS9098I - NEXT COMPLETED.

Screen ICTQ_____ BDS-TELIS DATA ENTRY SUBSYSTEM 11051998 15:40
 Command_____ Translation Questionnaire
 CCNA EXF PON 1998-21479.50593 VER__ ICSC SB01 ReqTyp MD Act C
 ECCKT AC198301 Status F

ASR EC Status RPON 1997-21479-14000

===== Administrative Section =====
 Tech-Con JEFF NOBLE_____ Tel 813-829-2812-_____ DB Test TN _____
 ATP__ BCR3_____ BCR5_____ BCR6_____ M64__ GLARE__

===== Common Section =====

Ref	TG	TG	TSC	APON	DIR	ANI	DA	Tk	Test	Tk	SAC	OT	OVLP
	Act	TYP						ACC	Seq	ANI	Sig	Non	

A	E		AC198301										
B													
C													
D													

Ref	CTO	OSAC	USDO	CSP	CPN	CIP	FACT	AltRef	FACT	XXXX	FACT	XXXX	FACT	XXXX
A														
B														
C														
D														

Remarks

CHANGE TANDEM TO MULTI TANDEM.

ICS9098I - NEXT COMPLETED.

Screen ICTQ2____ BDS-TELIS DATA ENTRY SUBSYSTEM 11051998 15.40
 Command _____ Translation Questionnaire (Continued)

CCNA EXF PON 1998-21479.50593 VER ____ ICSC SB01 ReqTyp MD Act C
 ECCKT AC198301 Status F
 ASR EC Status RPON 1997-21479-14000

===== Common Section (Continued) =====

Ref BRAND ANNC CCH

A	_____	Y
B	_____	_____
C	_____	_____
D	_____	_____

C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX
 404744

C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX

C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX

C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX C.NPA/NXX

C.NPA/NXX C.NPA/NXX _____

ICS9098I - NEXT COMPLETED.

Screen ICTQD
CommandBOS-TELIS DATA ENTRY SUBSYSTEM
Translation Questionnaire

11051998 15:40

CCNA EXF PON 1998-21479.50593 VER ICSC SB01 ReqTyp MD Act C
 ECCKT AC198301 Status F
 ASR EC Status RPON 1997-21479-14000

===== Feature Group D Section =====
 ACIC 1) 2) 3) 4) 5) 6) 7) 8) 9)
 CIC 0393 CClass CC Intra Inter Coin-EA Y

ROUTING MATRIX:

Service Prefixes

ANI II

Digits	All	1+	0+	00	011	01	500	500	700	700	800	900	900	0-L	411	LPDA	0+L
All	A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
06	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
07	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
52	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
61	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
93	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

All

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01

06

07

20

27

52

61

93

ICS9098I - NEXT COMPLETED.

Screen ICTQE _____ BDS-TELIS DATA ENTRY SUBSYSTEM 11051998 15:40
 Command _____ Translation Questionnaire

CCNA EXF PON 1998-21479.50593 VER ____ ICSC SB01 ReqTyp MD Act C
 ECCKT AC198301 Status F
 ASR EC Status RPON 1997-21479-14000

===== Feature Group D Section (Continued) =====
 Routing Exception Matrix

		Service Prefixes													
ANI II	Line/Class All	0+	011	1+	0+	1+	0+	1+	0+	1+	0+	0-L	411	LPDA	0+L
Digits	Service	1+	00	01	500	500	700	700	800	900	900				
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ICS9098I - NEXT COMPLETED.

Screen ICASR _____ BDS-TELIS DATA ENTRY SUBSYSTEM 10121998 17.07
 Command _____ Access Service Request Archive
 Transfer Stat R ECI
 CCNA ICF PON 1998-21479-50593 VER ____ ICSC SB01 D/TSENT 10121998 0438PM
 QA ____

D/T Proc 10121998 16.20 D/T Upd 10121998 16.38 Status F CC ____
 D/T Sel 10121998 15.40 D/T Ret 10121998 16.00 SPA ____ CNO ____
 ASR 9828500223 EC Status A FDT ____
 DDD 10141998 Prjct _____ NOR ____ LUP ____ ReqTyp SQ Act C RTR S_
 SUP AFO ____ Exp ____ RENG ____ ALB ____ AGAUT ____ Dated ____ LTP **MS**
 Cust INTERMEDIA/PHONE ONE ____ FBA ____ Unit C PIU 100
 FNI ____ CFNI ____ PLU ____
 CKR TG0018284 ____ Qty 00000000
 ECCKT AC198301 ____ Qty ____

BAN N/A ____ ASG ____ BIC TEL ____ BIC-ID ____
 TSC AC198301 ACTL ATLNGABU01T APOT ____ LA AI ____
 RQrd SPEC ____ PPTD ____ PFPTD ____
 RPON 1997-21479-14000 CCVN ____ ASC-EC ____ TSP ____
 SAN AFG ____ TQ ____ BSA ____

Remarks THIS ORDER IS A CHANGE ORDER TO CHANGE THE ATLNGABU01T TANDEM TO A MULT
 I TANDEM. SEE ORIGINAL ORDER WHICH IS THE RPON*TRF TYPE SHOULD BE TMTM*TTT*3. ____

ICS00011 - FIND COMPLETE.

Escalate
Tiffany
11.11

1-205-988-6580

NRI

[Signature]

Screen ICADM _____ BDS-TELIS DATA ENTRY SUBSYSTEM 10121998 17.08
Command _____ ASR Administration Information

CCNA ICF PON 1993-21479-50593 VER ____ ICSC S801 ReqTyp SD Act C
ECCKT AC198301 Status F
ASR 9828500223 EC Status A RPON 1997-21479-14000

===== Billing Information =====

BillNm INTERMEDIA COMMUNICATIONS SBilNm _____
ACNA ICF TE A EBP _____
Street 3625 QUEEN PALM ROAD _____ FI _____ Rm _____ VCVTA _____
City TAMPA _____ State FL Zip 33619- _____
BillCon LINE COST DEPT_ Tel 813-621-0011- _____ SCL _VTA _____

===== Contact Information =====

Init JEFF NOBLE _____ Tel 813-829-2812- _____
Street 3625 QUEEN PALM _____ FI _____ Rm _____
City TAMPA _____ State FL Zip 33619- _____

DsgCon JEFF NOBLE _____ Tel 813-829-2812- _____
Street FAX 813-829-2841 _____ DRC FAX FORC _____ FI _____ Rm _____
City TAMPA _____ State FL Zip 33619- _____

ImpCon NOC _____ Tel 800-940-0033- _____
MTC TEC ON DUTY _____ Tel 800-940-0033 _____
ICSS098I - NEXT COMPLETED.

TM-TM

~~TM~~
TM

Screen ICSPE____ BOS-TELIS DATA ENTRY SUBSYSTEM 10121998 17.08
 Command____ ASR Special Access Service
 CCNA ICF PON 1998-21479-50593 VER____ ICSC SB01 ReqTyp SD Act C
 ECCKT AC198301 Status F
 ASR 9828500223 EC Status A RPON 1997-21479-14000
 Circuit Detail: NC HCE- NCI 04DS6.66 TLV____ S25____ EXR____
 TRF____ MST____ GETO____ GBTN____ HVP____ NSIM____ SR____
 SecNCI____ SI____ SPOT____ SecTLV____ CKLT____
 NSL____ ATN____ CFA N/A____
 CPT____ CFAU____ SSS____ SCFA____
 MUXLoc____ HBAN____ WACDI____
 PRIADM____ WACD2____
 SECADM____ CLK____ NVC____ PSPEED____ LMP____ N/U____ ZLG____ BSC____ ETET____
 Location Sect.: SecLc EATLNGABU0IT Street N/A____
 Bldg N/A____ FI N/A____ Rm N/A____ City ATLANTA____ St GA____
 RLoc____
 OTC____ HKTel____
 ACTel____ EUCon____ EUTel____
 LCon____ ACC____
 REN____ JKCod____ PCA____ JKNum____ JKPos____ JS____ SMJK____
 CTX Tel____ CTX Nm____ ISDN SEQ____ of____
 RMKS THIS IS JUST A CHANGE ORDER TO CHANGE TANDEM ATLNGABU0IT TO A MULTI TAND
 EM.
 ICS9098I - NEXT COMPLETED.

Lofton, Michael G. (EXCH)
From: Lofton, Michael G. (EXCH)
Sent: Thursday, February 18, 1999 12:28 PM
To: 'kasey.howard@bridge.bellsouth.com'
Cc: Thomas, Ed L. (EXCH)
Subject: Closing ASR 1998-21479.50593

Kasey,

Per our conversation this morning, concerning the multiple tandem Architecture, Intermedia concurs with your understanding that Bell South requested this to be deployed to assist with the completion of traffic being blocked due to capacity limitations in the Buckhead tandem. We also understand that Bell South has requested that this arrangement be left in place until BellSouth has worked through the capacity problems in the Atlanta area and specifically the Buckhead tandem. We reiterate our preference to continue our direct interconnection to all the tandems in the Atlanta LATA.

Thus, I am closing out the ASR 1998-21479.50593 that you requested Intermedia submit to BellSouth in November in order to keep your internal records consistent with BellSouth's circuit deployment.

Thanks

Mike Lofton
Manager - Network Facilities
813-829-2284
mglofton@intermedia.com

COLLECTIVE EXHIBIT B



BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
Fax 615 214-7406

REC'D TN
REGULATORY AUTH.

Guy M. Hicks
General Counsel

'98 AUG 33 PM 3 54

August 3, 1998
EXECUTIVE SECRETARY
RECEIVED
EXEC. SECRETARY OFF.

AUG 03 1998

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

TN REGULATORY AUTHORITY

Re: Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. 96-41161

Dear Mr. Waddell:

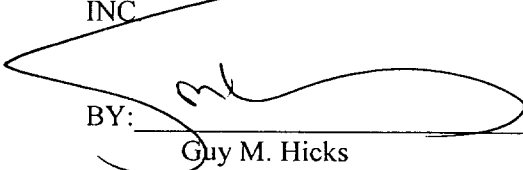
Pursuant to Section 252(e) of the Telecommunications Act of 1996, Intermedia Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated July 1, 1996.

Sincerely yours,

INTERMEDIA COMMUNICATIONS, INC.

BELLSOUTH TELECOMMUNICATIONS,
INC.

BY: _____
Patrick K. Wiggins
Wiggins & Villacorta
501 E. Tennessee St., Suite B
P.O. Drawer 1657
Tallahassee, FL 32302
(904) 222-1534
Attorney for ICI

BY: 
Guy M. Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
Attorney for BellSouth

08/03/98 10:37

NO. 726 P002/004

August 3, 1998

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

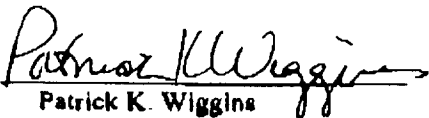
Re: Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. 96-0161

Dear Mr. Waddell:

Pursuant to Section 252(c) of the Telecommunications Act of 1996, Intermedia Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated July 1, 1996.

Sincerely yours,

INTERMEDIA COMMUNICATIONS, INC.

BY: 

Patrick K. Wiggins
Wiggins & Villacorta
501 E. Tennessee St., Suite B
P.O. Drawer 1657
Tallahassee, FL 32302
(904) 222-1534
Attorney for ICI

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: _____
Guy M. Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
Attorney for BellSouth

**AMENDMENT
TO
MASTER INTERCONNECTION AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS, INC. and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JULY 1, 1996**

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc. ("ICI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties effective July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICI and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide, and ICI will accept and pay for, Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 2. following:
2. This arrangement provides for ordering interconnection to a single access tandem, or, at a minimum, less than all access tandems within the LATA for ICI's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit traffic to and from other ALECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks or Super Group. One restriction to this arrangement is that all of ICI's NXXs must be associated with these access tandems; otherwise, ICI must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.
3. The Parties agree to bill Local traffic at the elemental rates specified in Attachment A.
4. This amendment will result in reciprocal compensation being paid between the Parties based on the elemental rates specified in Attachment A.
5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.
6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications, Inc.

James A. Geigs
Signature

Name

Title

Date

BellSouth Telecommunications, Inc.

Jerry D. Hendrix
Signature

Jerry D. Hendrix

Name

Director-Interconnection Services

Title

6/3/98

Date

ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

1. Each Party's local usage will be determined by the application of its reported Percent Local Usage ("PLU") to its intrastate terminating minutes of use as set forth in Paragraph 1.D. in ICI's February 24, 1997, Amendment to its Interconnection Agreement.
2. The Parties agree to bill Local traffic at the elemental rates specified below:

ELEMENT	AL	FL	GA	KY	LA
Local Switching					
End Office Switching, per MOU	\$0.0017	\$0.0175	\$0.0016333	\$0.002562	\$0.0021
End Office Switching, add'l MOU ⁽¹⁾	NA	\$0.005	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA	\$0.0002
Tandem Switching, per MOU	\$0.0015	\$0.00029	\$0.0006757	\$0.001096	\$0.0008
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA	\$0.0003
Tandem Intermediary Charge, per MOU ⁽²⁾	\$0.0015	NA	NA	\$0.001096	NA
Local Transport					
Shared, per mile, per MOU	\$0.00004	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083
Facility Termination, per MOU	\$0.00036	\$0.0005	\$0.0004152	\$0.000426	\$0.00047

ELEMENT	MS	NC	SC	TN
Local Switching				
End Office Switching, per MOU	\$0.00221	\$0.0040	\$0.00221	\$0.0019
End Office Switching, add'l MOU ⁽¹⁾	NA	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA
Tandem Switching, per MOU	\$0.003172	\$0.0015	\$0.003172	\$0.000676
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA
Tandem Intermediary Charge, per MOU ⁽²⁾	NA	NA	NA	NA
Local Transport				
Shared, per mile, per MOU	\$0.000012	\$0.00004	\$0.000012	\$0.00004
Facility Termination, per MOU	\$0.00036	\$0.00036	\$0.00036	\$0.00036

(1) This rate element is for use in those states with a different rate for additional minutes of use.

(2) This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.

June 4, 1998

TO: Ms. Julia Strow

FROM: Stu Hudnall

SUBJECT: Multiple Tandem Access Amendment

Attached per your request is an original, signed copy of the Multiple Tandem Access agreement for Intermedia. I have sent a copy to Bill Morrison for his information and use in allowing orders to flow.

Further in reference to the amendment, I also sent an e-mail to Tammy about the rate for the Florida End Office Switching element, which had been questioned by someone at Intermedia. Our copy of the Florida order shows the rate as \$.0175. If you have something that indicates that the commission changed that rate from the original order, let us know.

I enjoyed our meeting on Tuesday and will be working with Tammy in getting all of the "action items" handled expeditiously and will be talking with Mary Jo about our latest changes and proposals. Right now, I believe that June 29 would be a better day for me, and Mary Jo if she decides to come, for our next meeting. So, if you can reserve that day for me/us, I would appreciate it.

I will send an electronic copy of the agreement, along with all our comments, in the next week or so. In the meantime, call me if you have any questions about the agreement or amendment.

Sincerely,



Manager - Interconnection Services

Attachment

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
575 West Peachtree Street, N.E.
Atlanta, Georgia 30375

June 24, 1999

Ms. Julia Strow
Vice President
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, Florida 33619

Dear Julia:

Over the last several months we have exchanged correspondence concerning the need to correct the elemental End Office Switching rate for Florida that was included in Intermedia's MTA amendment last June. As previously indicated, due to the way the price sheet was structured, I inadvertently picked up the rates for End Office and Tandem Switching (Ports) in each case.

Attached is a completely revised Attachment A reflecting the correct rates in each state as they should have been in June 1998. Also included is a work copy showing the previous rates as well. I regret any problems these changes may cause. Should you have any questions about the rates or proposal, please give me a call on (404) 927-7859.

Sincerely,

Stuart Skidnall

Manager – Interconnection Services

Attachment

AMENDMENT NO. 5
TO
MASTER INTERCONNECTION AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS, INC. and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc. ("Intermedia") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties effective July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Intermedia and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete the entire Attachment A to the Amendment dated June 3, 1998, and replace it with a revised Attachment A attached hereto.
2. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications, Inc.

BellSouth Telecommunications, Inc.

Signature

Signature

Name

Jerry D. Hendrix

Name

Title

Director-Interconnection Services

Title

Date

Date

ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

- Each Party's local usage will be determined by the application of its reported Percent Local Usage ("PLU") to its intrastate terminating minutes of use as set forth in Paragraph 1.D. in ICI's February 24, 1997, Amendment to its Interconnection Agreement.
- The Parties agree to bill Local traffic at the elemental rates specified below:

LOCAL INTERCONNECTION: (CALL TRANSPORT AND TERMINATION)	Alabama	Florida	Georgia
End Office Interconnection/Switching, per mou	\$0.0017	\$0.002	\$0.0016333
Tandem Interconnection/Switching, per mou	\$0.0015	\$0.00029	\$0.0006757
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	NA	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	BST Tariff Rates
Tandem Switch + Transport	NA	\$0.00125	NA
Combined Tandem Switch Interconnection	NA	\$0.00325	NA
Multi-tandem Interconnection	NA	NA	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	\$0.0015	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.00004	\$0.000012	\$0.000008
Common (Shared) Transport Facilities Termination per mou	\$0.00036	\$0.0005	\$0.0004152

LOCAL INTERCONNECTION: (CALL TRANSPORT AND TERMINATION)	Kentucky	Louisiana	Mississippi
End Office Interconnection/Switching, per mou	\$0.002562	\$0.00209	\$0.0026
Tandem Interconnection/Switching, per mou	\$0.001096	NA	\$0.0083
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	\$0.00430	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	NA
Tandem Switch + Transport	NA	NA	NA
Combined Tandem Switch Interconnection	NA	NA	NA
Multi-tandem Interconnection	NA	Variable	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	\$0.001096	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.0000049	\$0.0000083	\$0.000012
Common (Shared) Transport Facilities Termination per mou	\$0.000426	\$0.00047	\$0.00036

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	North Carolina	South Carolina	Tennessee
End Office Interconnection/Switching, per mou	\$0.004	\$0.00221	\$0.0019
Tandem Interconnection/Switching, per mou	\$0.0015	\$0.003172	\$0.000676
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	NA	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	NA
Tandem Switch + Transport	NA	NA	NA
Combined Tandem Switch Interconnection	NA	NA	NA
Multi-tandem Interconnection	NA	NA	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.00004	\$0.000012	\$0.00004
Common (Shared) Transport Facilities Termination per mou	\$0.00036	\$0.00036	\$0.00036

ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

- Each Party's local usage will be determined by the application of its reported Percent Local Usage ("PLU") to its intrastate terminating minutes of use as set forth in Paragraph I.D. in ICI's February 24, 1997, Amendment to its Interconnection Agreement.
- The Parties agree to bill Local traffic at the elemental rates specified below:

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Alabama	Florida <i>WAS</i>	Georgia
End Office Interconnection/Switching, per mou	\$0.0017	\$0.002 <i>.0175</i>	\$0.0016333
Tandem Interconnection/Switching, per mou	\$0.0015	\$0.00029	\$0.0006757
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	NA	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	BST Tariff Rates
Tandem Switch + Transport	NA	\$0.00125	NA
Combined Tandem Switch Interconnection	NA	\$0.00325	NA
Multi-tandem Interconnection	NA	NA	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	\$0.0015	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.00004	\$0.000012	\$0.000008
Common (Shared) Transport Facilities Termination per mou	\$0.00036	\$0.0005	\$0.0004152

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Kentucky	Louisiana <i>WAS</i>	Mississippi <i>WAS</i>
End Office Interconnection/Switching, per mou	\$0.002562	\$0.00209 <i>.0021</i>	\$0.0026 <i>.00221</i>
Tandem Interconnection/Switching, per mou	\$0.001096	NA <i>.0008</i>	\$0.0083 <i>.003172</i>
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	\$0.00430	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	NA
Tandem Switch + Transport	NA	NA	NA
Combined Tandem Switch Interconnection	NA	NA	NA
Multi-tandem Interconnection	NA	Variable	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	\$0.001096	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.0000049	\$0.0000083	\$0.000012
Common (Shared) Transport Facilities Termination per mou	\$0.000426	\$0.00047	\$0.00036

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	North Carolina	South Carolina	Tennessee
End Office Interconnection/Switching, per mou	\$0.004	\$0.00221	\$0.0019
Tandem Interconnection/Switching, per mou	\$0.0015	\$0.003172	\$0.000676
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	NA	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	NA
Tandem Switch + Transport	NA	NA	NA
Combined Tandem Switch Interconnection	NA	NA	NA
Multi-tandem Interconnection	NA	NA	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.00004	\$0.000012	\$0.00004
Common (Shared) Transport Facilities Termination per mou	\$0.00036	\$0.00036	\$0.00036

FedEx USA Airbill

From **12456352531**
 Date **6/24/99** Sender's FedEx Account Number **1668-3158-0**

Sender's Name **Dottie Yow** Phone **404-927-7554**

Company **BELL SOUTH/PRICING DEPT**

Address **675 W PEACHTREE ST STE 34591**

City **ATLANTA** State **GA** ZIP **30375**

Your Internal Billing Reference **94Z**

To Recipient's Name **Julia Strow** Phone **(813) 829-2072**

Company **Intermedia Communications**

Address **3625 Queen Palm Dr.**

City **Tampa** State **FL** ZIP **33619**

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6 Special Handling

☐ Saturday Delivery ☐ Sunday Delivery ☐ HOLD Weekday at FedEx Location ☐ HOLD Saturday at FedEx Location
☒ No ☐ Yes ☐ Yes ☐ Dry Ice ☐ Cargo Aircraft Only

7 Payment Bill to:

☒ Sender ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages **1** Total Weight **1.00** Total Declared Value **\$.00**

8 Release Signature

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

359

Rev. Date 11/99-Pol 0154813G-0184-00 FedEx-PRINTED IN U.S.A. GATE 400

02/24/00 19:31

06/10/99 13:41

404-529-7859
BELL SOUTH INTERCONNECTION SERV. → 18506819012

NO. 394 P005/012

NO. 394 H 41.009

March 3, 1998

Ms. Julia Strow
Assistant Vice President
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, FL 33619

Dear Julia:

As you will probably recall, BellSouth and Intermedia signed an amendment to our Interconnection Agreement last year on June 3, 1998, allowing Intermedia to interconnect with BST via Multiple Tandem Access. In that amendment the elemental rate for End Office Switching, per MOU in the state of Florida was incorrectly stated to be \$0.0175. The correct rate in Florida for this element is \$0.002 as per Florida Order No. PSC-98-1578-FOF-TP, dated December 31, 1996. The \$0.0175 rate is for "Unbundled End Office Switching (port usage)".

Accordingly, attached is an amendment stating the End Office Switching rate as \$0.002. Since this rate was ordered by the PSC in 1996 and should have been in effect since the MTA amendment became effective, BellSouth will be billing this rate back to June 3, 1998.

At the time, Tammy told me that one of your SME's had questioned the rate, but when I checked into it, I was told the rate was okay. Recently, however, we discovered that the rate was in error. I really regret any inconvenience or problem this may cause.

Please sign both copies of the amendment and return an original to me for our files. Should you have any questions about this change, please give me a call on (404) 927-7859.

Sincerely,

Manager - Interconnection Services

Attachment

June 4, 1998

TO: Ms. Julia Strow
FROM: Stu Hudnall
SUBJECT: Multiple Tandem Access Amendment

Attached per your request is an original, signed copy of the Multiple Tandem Access agreement for Intermedia. I have sent a copy to Bill Morrison for his information and use in allowing orders to flow.

Further in reference to the amendment, I also sent an e-mail to Tammy about the rate for the Florida End Office Switching element, which had been questioned by someone at Intermedia. Our copy of the Florida order shows the rate as \$.0175. If you have something that indicates that the commission changed that rate from the original order, let us know.

I enjoyed our meeting on Tuesday and will be working with Tammy in getting all of the "action items" handled expeditiously and will be talking with Mary Jo about our latest changes and proposals. Right now, I believe that June 29 would be a better day for me, and Mary Jo if she decides to come, for our next meeting. So, if you can reserve that day for me/us, I would appreciate it.

I will send an electronic copy of the agreement, along with all our comments, in the next week or so. In the meantime, call me if you have any questions about the agreement or amendment.

Sincerely,



Manager - Interconnection Services

Attachment

April 2, 1999

Ms. Julia Straw
Assistant Vice President
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, Florida 33619

Dear Julia:

This letter is in response to your March 25 memorandum concerning questions raised about the elemental rates that were implemented as part of Intermedia's Multiple Tandem Access (ATM) amendment. The proposed amendment I sent you on March 3, 1999 was only intended to correct one element specified in that ATM amendment, End Office Switching. The elemental rates that were included with the ATM amendment are applicable for all billing between our companies where any of those rate elements are appropriate, e.g., all reciprocal compensation. Paragraph 4 of the ATM amendment was intended to identify this change.

Thus, my statement in my March 3 letter about back billing to June 3, 1998 was intended to address all billing where the End Office Switching element was appropriate. These elemental rates are appropriate for billing regardless of whether Intermedia is actually using the Multiple Tandem Access arrangement.

If you have any additional questions about Amendment No. 5, please give me a call.

Sincerely,

Manager - Interconnection Services

intermedia

COMMUNICATIONS

March 25, 1999

Mr. Stuart Hudnall
Manager – Interconnection Services
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

Dear Stuart:

This memorandum is in response to your correspondence dated March 3, 1999 which requested a contract revision regarding the Multiple Tandem Architecture amendment made to the BellSouth – Intermedia interconnection agreement dated June 3, 1998. In your letter you state that the compensation rate for Florida is incorrect due to a Florida Public Service Commission order dated December 31, 1996.

We understand your concern that there may be an error in the above referenced amendment. We are however confused by the statement that BellSouth intends to back bill using the proposed corrected rate for Florida since we have never requested the service provided by the amendment and in fact are currently interconnected with BellSouth at all local tandems. While Intermedia is open to making the requested correction to the amendment, we do feel some clarification is needed from BellSouth as to the basis under which BellSouth would impose the rates contained in the agreement in light of the fact that Intermedia has never requested that BellSouth provide the Multiple Tandem Architecture arrangement.

I look forward to a response from BellSouth on this matter. Please do not hesitate to call me if you have any questions.

Sincerely,



Julia O. Strow

Intermedia Communications Inc.